



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

MAA Web Site Development and Maintenance

CATS TORFP PROJECT NUMBER J00P7200008

Maryland Aviation Administration

ISSUE DATE: August 28, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

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| | |
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| TORFP NAME: | MAA Web Site Development and Maintenance |
| FUNCTIONAL AREA: | Functional Area 2 - Web and Internet Systems |
| TORFP ISSUE DATE: | August 28, 2006 |
| Closing Date and Time: | September 20, 2006 at 12:00 pm |
| TORFP Issuing Office: | Maryland Aviation Administration (MAA) |
| Questions and Proposals are to be sent to: Questions must be submitted no later than 10 working days prior to TORFP closing date. | Neal Heaton nheaton@bwiairport.com MDOT Contracts Manager – Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us |
| TO Procurement Officer: | Neal Heaton nheaton@bwiairport.com |
| TO Manager: | Neal Heaton Office Phone: (410) 859-7290 FAX: (410) 859-7000 |
| Project Number: | J00P7200008 |
| TO Type: | Fixed price (Development and Implementation) + Time and Material (Operation and Maintenance) |
| Period of Performance: | Two years with two optional one year renewals |

| | |
|---|--|
| MBE Goal: | 30 % |
| Small Business Reserve (SBR): | Yes |
| Primary Place of Performance: | Contractor site |
| State Furnish Work Site and/or Access to Equipment, Facilities or Personnel: | Remote Access can be provided. Dedicated contractor space is available on site for the Web Master only. |
| TO Pre-Proposal Conference: | September 8, 2006 at 10:30 AM MDOT Headquarters – Harry Hughes Conference Room 7201 Corporate Center Drive Hanover, MD 21076 (See Attachment 6 for directions) |

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to nheaton@bwiairport.com. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Web Site Development and Maintenance

TORFP No.: J00P7200008

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.

Other: _____
_____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone _____ - _____ - _____

email_____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MAA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P7200008. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J00P7200008 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J00P7200008 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

SECTION 2 – SCOPE OF WORK

Statement of Work (SOW)

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Aviation Administration is issuing this CATS TORFP to obtain web development and implementation services and a dedicated on-site web master to provide operation and maintenance services.

2.1.2 TO REQUESTING AGENCY INFORMATION

This TORFP is issued by the Maryland Aviation Administration (MAA), located at:

P.O. Box 8766, Third Floor, Terminal Building
BWI Airport, MD 21240-0766

This agency is responsible for the operation of Baltimore/Washington International Thurgood Marshall Airport (BWI) and Martin State Airport (MTN), and for fostering, developing and regulating aeronautical activities throughout the state.

2.1.3 PROJECT BACKGROUND

The MAA requires development and implementation services for the following sites:

- 1.) Develop and maintain the **existing** www.marylandaviation.com Internet web Site. (Revised site operational 2/1/07)
- 2.) Develop and maintain the **new** www.marylandregionalaviation.aero Internet web site. (New site operational 3/1/07)
- 3.) Develop and maintain the **new** MAA Community Relations Internet web site (New site operational 2/1/07)
- 4.) Develop and maintain the **new** Emergency Operations Center (EOC) intranet web portal. (New site operational 11/30/06)
- 5.) Develop and maintain the **existing** MAA intranet web site. (Revised site operational 3/1/07)

Sites 1,2 and 3 will be hosted on two load balanced Linux servers running Apache web services with the current bwiairport.com, martinstateairport.com, and marylandaviation.com sites located on the MDOT Firewall DMZ at the Office of Transportation and Technology Services (OTTS) data center in Glen Burnie. Sites 4 and 5 will be located on Microsoft Internet Information Service (IIS) servers that have been virtualized on the MAA server farm. Appropriate administrator access will be granted for each site to the Web Master and other contractor staff as required.

The goal for this TORFP is to obtain a qualified Web master and supplemental contractor support staff capable of developing and supporting the MAA web sites thus improving functionality, ease of use, and quality of information for the MAA employees, tenants, contractors and other customers. All sites must be Section 508 compliant and use the same development, maintenance processes and milestones listed below.

The Web master will be responsible for all changes to the five sites once the sites have transitioned from development/implementation to operations and maintenance mode. The Web master will be the primary contact with the MAA content administrators throughout the various MAA divisions for modifications and alterations. The Web master makes all the necessary changes requested by the MAA. All reports and web monitoring will be performed by the Web Master.

2.1.4 Development and Implementation process

This process is to be used for each of the five sites and should be clearly documented in the Technical and Financial Proposals.

Requirements

The work to be accomplished for each site consists of the following subtasks:

- (a) Meet with the web site coordinator and content contact personnel for each site
- (b) Develop a scoping document and select a layout from the three proposed layouts from the contractor.
- (c) Define content update process
- (d) Develop the site
- (e) Post the site.

Web Site Work Requirements

The contractor shall perform all work following the Department of Budget and Management (DBM) Systems Development Life Cycle (SDLC) with supporting project management documentation accompanying each task and sub-task. MDOT security procedures will be consistently used and newly developed MAA Disaster Recovery Plans (DRP) will be integrated into the task plan. The entire web site shall be Section 508 compliant and will be tested throughout each of the following tasks:

Web Site Task 1: Development of the web site.

- Create an approved graphical layout for the site
- Code the site

Web Site Task 1, Subtask 1

Hold a kickoff meeting to determine content parameters and discuss the proposed layout options. Provide the MAA with three graphical layouts that enhance the usability of the content. Agree on the process for maintaining the content.

The Subtask consists of:

- 1.) Contractor shall hold a task kickoff meeting with the MAA project manager. Those in attendance at the meeting will review the outline of the proposed web site. Discuss and agree upon how the MAA project manager will provide the page content. Determine the review period for interim deliverables. Finalize the format(s) for the Contractor to provide deliverables. Contractor shall provide minutes of the meeting and an action plan that summarizes the additions/modifications to the web site that are agreed upon by both the MAA and the contractor.

The project plan and all project deliverables shall be maintained in a Project Management Database made available to the MAA project manager. Project information shall be made available to the MAA project manager on an Internet web page created by the Contractor.

- 2.) MAA will be provided three optional graphical layouts that enhance the usability of the content.
- 3.) A transition plan will be created for each existing web site to minimize impact to active sites.
- 4.) A Section 508 compliance report will document that each sites is fully compliant as per the government web site www.section508.gov using RAMP version 1.1 or newer software.

Web Site Task 1, Subtask 2 – Maintain Code

The Subtask consists of:

- 1.) Maintain code for the web site.

Contractor shall expand the content on the web site based upon MAA requirements.

Web Site Task 1, Subtask 3 – Load Information

The Subtask consists of:

- 1.) Documents provided by the MAA project manager shall be loaded onto the web site using the following process. Before these files are posted to the live web site, they shall reside on an alternate MAA web site address so the MAA project manager can review them. These files shall not be posted to the live web site until written approval, via e-mail, is given by the MAA Project Manager. Once written approval is given, the files shall be posted to the live MAA web site.

Web Site Task 2: Maintain the completed web site.

- Update data and information on the entire web site, as needed, including previously existing sections.
- Provide monthly reports on the number of hits received per page on the web site.
- Provide monthly reports that illustrate the availability of the redundant load balanced MAA web site.

Web Site Task 2, Subtask 1 – Update Existing Data and Information

The Subtask consists of:

- 1.) On an as-needed basis, update data and information on the MAA web site. It is estimated that updates or changes will be needed on an average of two or three times a week. Updates will be submitted to Web Master as Word, Excel or PDF files.
- 2.) Web Master shall update data and information on the MAA web site in a timely manner, using files and information provided by the MAA Project Manager.
- 3.) Currently, the MAA uses no content management software to update data and information on the web site. The Project Manager, who periodically reviews the existing web site, does the updating of data and information, requests updated information from the appropriate office and e-mails or faxes the updated copy to the current contractor, who updates the web site.

Web Site Task 2, Subtask 2 – Provide monthly reports about the web site.

- 1.) On a monthly basis, Web Master shall provide the TO Manager and Project Manager with a written and electronic report on the number of hits each page of the web site receives.
- 2.) On a monthly basis, Contractor shall provide the TO Manager and Project Manager with a written and electronic report that illustrates the availability of the redundant load balanced MAA web site.

Web Site Milestones and Deliverables

The Contractor shall prepare a Gantt chart, using Microsoft Project 2000. When preparing the Gantt chart, the Contractor must allow a minimum of 10 business days for each and every MAA review of all deliverables

unless stated otherwise in specific task descriptions. The Gantt chart must show not only Contractor tasks, but also MAA tasks (such as review of deliverables). Immediately following award, the selected Contractor shall e-mail a copy of the Gantt chart to the MAA Contract Manager and the MAA Project Manager.

The Contractor shall deliver one electronic copy (in MS Word format) of each written deliverable to the MAA Project Manager. All products from this CCR, including but not limited to redesigned web pages, and all deliverables shall be the sole property of the MAA.

Following are the milestones and their associated deliverables.

Web Site Milestone I — Development and Expansion of the Web Site

Web Site Deliverable 1 – Contractor shall submit task kickoff meeting minutes and an action plan that summarizes the agreed upon development by both the MAA and the contractor and a schedule (see Task 1, Subtask 1).

Web Site Deliverable 2 – Contractor shall place the web pages for the site on an alternate web site address for review and written approval (see Task 1, Subtask 3).

Web Site Deliverable 3 – Once written approval is given to add new pages from the web site to the live web site, Contractor shall load the approved web pages to the live MAA web site (see Task 1, Subtask 3).

Web Site Milestone II — Maintain the completed web site.

Web Site Deliverable 1 – As the MAA Project Manager provides additional information, Contractor shall place the additional web pages on an alternate MAA web site address for review and written approval (see Task 2, Subtask 1).

Web Site Deliverable 2 – Once written approval is given to add each additional page to the live web site, Contractor shall load the approved web pages to the live MAA web site (see Task 2, Subtask 1).

Web Site Deliverable 3 – On a monthly basis, Contractor shall provide reports on the web site (see Task 2, Subtask 2).

Web Site Progress Reporting

The Contractor shall submit a monthly progress report to the MAA Project Manager. The progress report and copy shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- (a) Agency acronym, reporting period and “Progress Report” to be included in the e-mail subject line.

- (b) Work accomplished during the reporting period.
- (c) Deliverable progress, as a percentage of completion.
- (d) Problem areas
- (e) Planned activities for the next reporting period.
- (f) Gantt chart, updated from original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- (g) Hit reports documenting site usage and availability

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities,

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in web development and design. The efficiency of web site load times are particularly important for the intranet/internet applications. User interface simplicity and functionality will be used in the evaluation of final designs.

CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

Qualified contractors shall have experience providing comparable services and must provide three examples of web accessible sites that have been completed in the last three years. Please provide contact names, phone numbers, and e-mail addresses of all references. These sites should highlight the following skill sets:

- Section 508 compliance
- Cascading style sheets
- User friendly interfaces
- RSS feed implementation

The Web master must have two years of experience performing web master duties on internet web sites. Certification in web design and web mastering is desirable with International Webmasters Association certification being the preference. Sample web pages and links may accompany resumes.

2.4 RETAINAGE

Retainage is not applicable to this TO.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the all deliverables as defined in each task.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MAA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to MAA at the following address:

Neal Heaton
P.O. Box 8766, Third Floor Terminal Building
BWI Airport, MD 21240-0766

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

2.7.1 Project Management:

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted ten days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for

variances and plan for completion on schedule.

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7.2 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the MAA, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MAA. The MAA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the MAA at nheaton@bwiairport.com.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

Financial Proposals are to include base quotation items: sites 1-5 are considered in the base. The optional year three and four are to be quoted for all five web sites.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

Contractors' proposals will be evaluated on the basis of the following:

1. The overall understanding of the work required, quality of the approach and proposed solution.
2. The qualifications of the proposed key personnel including Project Manager and Web Master to meet or exceed the minimum qualifications set forth in the Master Contract.
3. Satisfactory past performance on engagements provided as reference accounts in the Contractor's Technical Proposal, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
4. Proposed project schedule

A task order agreement will be awarded to the Contractor that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

ATTACHMENT 1 - PRICE PROPOSAL FORM
PRICE PROPOSAL FOR CATS TORFP # J00P7200008

| Identification | Deliverable | | Proposed Price |
|----------------|--|-------|----------------|
| Web Site 1-5 | Base 2 years Fixed price | | |
| Web Site 1-5 | Optional year 1 Fixed price | | |
| Web Site 1-5 | Optional year 2 Fixed price | | |
| Total | | | |
| | | | |
| | | Hours | |
| | | | |
| Web Master | Sites 1-5 – 2 Year full time Web Master T&M price | 2200 | |
| Web Master | Sites 1-5 – Option Year one full time Web Master T&M price | 2200 | |
| Web Master | Sites 1-5 – Option Year two full time Web Master T&M price | 2200 | |
| Web Master | Sites 1-5 Grand Total | | |
| | | | |
| | | | |

NOTE: Financial Proposals are to include base quotation items: sites 1-5 are considered in the base. The optional year three and four are to be quoted for all five web sites.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # J00P7200008

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. J00P7200008, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

| | |
|---|--------------------------|
| TO Prime Contractor (Firm Name, Address, Phone) | Task Order Description |
| Task Order Agreement Number J00P7200008 | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

| | | |
|--|-------|----------|
| TOTAL MBE PARTICIPATION: | _____ | % |
| TOTAL WOMAN-OWNED MBE PARTICIPATION: | _____ | % |
| TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: | _____ | % |

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

| | |
|---|--------------------------|
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J00P7200008, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference
☐ No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. J00P7200008, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 5**

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

| | |
|---|----------------------------|
| Report #: _____ | CATS TORFP #J00P7200008 |
| Reporting Period (Month/Year): _____ | Contracting Unit _____ |
| Report is due by the 15th of the following month. | Contract Amount _____ |
| | MBE Sub Contract Amt _____ |
| | Contract Begin Date _____ |
| | Contract End Date _____ |
| | Services Provided _____ |

| | | | |
|---|------|-----------------|------|
| Prime TO Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | | |
| Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all unpaid invoices over 30 days old received from the MBE subcontractor named above: | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| Total Dollars Unpaid: \$ _____ | | | |

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

| | |
|---|---|
| Neal Heaton, Assistant Manager, Division of Airport Technology Maryland Aviation Administration P.O. Box 8766 BWI Airport, MD 21240 nheaton@bwiairport.com | Neal Heaton, Assistant Manager, Division of Airport Technology Maryland Aviation Administration P.O. Box 8766 BWI Airport, MD 21240 nheaton@bwiairport.com |
|---|---|

Signature: _____ Date: _____

**SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6**

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

| | |
|-----------------|-------------------------|
| Report #: _____ | CATS TORFP #J00P7200008 |
|-----------------|-------------------------|

| | |
|--|--|
| Reporting Period (Month/Year): __/____ Report Due By the 15th of the following Month. | Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
| MBE Subcontractor Name: | |
| MDOT Certification #: | |
| Contact Person: | |
| Address: | |
| City: | State: ZIP: |
| Phone: | FAX: |
| Subcontractor Services Provided: | |
| List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____ | List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____ |
| Prime TO Contractor: _____ Contact Person: _____ | |

Return one copy of this form to the following address:

Neal Heaton, Assistant Manager, Division
of Airport Technology
Maryland Aviation Administration
P.O. Box 8766
BWI Airport, MD 21240
nheaton@bwiairport.com

Neal Heaton, Assistant Manager, Division of Airport
Technology
Maryland Aviation Administration
P.O. Box 8766
BWI Airport, MD 21240
nheaton@bwiairport.com

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 - Task Order Agreement

CATS TORFP # J00P7200008.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Maryland Aviation Administration (MAA), as identified in the CATS TORFP # J00P7200008.
 - b. "CATS TORFP" means the Task Order Request for Proposals # J00P7200008, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. "TO Procurement Officer" means Neal Heaton. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between MAA and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. "TO Manager" means Neal Heaton of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3. Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the

State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO REQUESTING AGENCY DEPARTMENT OF BUDGET AND MANAGEMENT,
OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

| | |
|--|--|
| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
| LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) | |
| Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.) | |
| Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.) | |
| Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.) | |

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 - NOTICE TO PROCEED

Day Month, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J00P7200008

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Neal Heaton

Task Order Procurement Officer

Enclosures (2)

cc: Neal Heaton

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Project Name for TORFP

TO Agreement Number: #J00P7200008

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of Contractor's Project Manager:

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

Project Name: TORFP Project Name

TO Manager: TO Manager and Phone Number

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #J00P7200008, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J00P7200008 for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP Project Name TORFP No. J00P7200008 dated release date for TORFP, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

TO Requesting Agency:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |